IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE J.M.JAMES

FRIDAY, THE 5TH JANUARY 2007 / 15TH PAUSHA 1928

WP(C).No. 289 of 2007(H)

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PETITIONER:

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ANISH KUMAR.T.S., COMPUTER PROGRAMMER,
MALAPPURAM DISTRICT CO-OPERATIVE BANK,
HEAD OFFICE, MALAPPURAM DISTRICT.

BY ADV. SRI.K.P.HARISH

RESPONDENTS:

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1. MALAPPURAM DISTRICT CO-OPERATIVE BANK
LTD.NO.4329, HEAD OFFICE, MALAPPURAM,
REP. BY ITS GENERAL MANAGER.

2. THE BOARD OF DIRECTORS,
REPRESENTED BY ITS PRESIDENT,
MALAPPURAM DISTRICT CO-OPERATIVE BANK LTD.
NO.4329, HEAD OFFICE, MALAPPURAM.

BY ADV. U.K. RAMAKRISHNAN FOR R1

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 05/01/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

**J.M.JAMES, J.**

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W.P.(C). 289/2007

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Dated this the 5th day of January, 2007

**JUDGMENT**

The writ petitioner is a contract Computer Programmer, under the first respondent, bank. The writ petitioner submits that the first respondent is terminating his service and is attempting to induct other contract employees in his place. Hence, prays that the attempt may be directed to be stopped, through an order of this Court.

2. I heard the arguments advanced by either side. I had also gone through the contract, that had been entered into between the first respondent, bank, as well as the writ petitioner. It is clear that the petitioner was appointed on a contract basis to do the computer work, for a period of six months or till the computer work is taken over by any of the branches of the I.T Co-operative Society, whichever is earlier.

3. The counsel for the respondents 1 and 2 submits that the work of computerisation, for which the petitioner and others were employed, is complete. The first respondent do not intend to employ any other

contractors for the same work. Therefore, the service of the writ petitioner is no more required. The counsel for the respondents further submits that in case of any dispute, regarding the employment with the bank, the same could only be raised under Section 69 of the Kerala Co-operative Societies Act. 1969, in short 'the Act', as a dispute. A writ petition under Article 226 of the Constitution of India will not lie. Further, it is submitted that, as per the principles laid down in **Secretary, State of Karnataka and others v. Umadevi (3) and Others (2006 (4) SCC 1),** and **Chief Commissioner of Income Tax, Bhopal v. M/s.Leena Jain and others (2006 AIR SCW 6066),** a contract or temporary employee, who worked only for a short period, cannot claim the right of employment, or any other benefit under the Act and the Rules.

4. I had gone through the facts of this case as well as the principles laid down, in the cases, cited supra. I find that the writ petitioner had got no legal right under the statute or rule to be enforced against the respondents, to compel them to continue to appoint him under them, in view of the specific provisions contained

in the contract, that had been entered into between the parties. In such circumstances, I find that no orders as prayed for, are required to be passed in this writ petition.

5. The learned counsel for the petitioner submits that the salary, due to the writ petitioner for about three months, had not been paid. The learned counsel for the respondents submits that the petitioner can be paid with the amount due to him for the period he worked, on he approaching the first respondent, bank.

6. In the above facts situation, I direct the first respondent to pay the salary due to the writ petitioner for the entire period he worked under the first respondent, excluding the salary already paid. This shall be done within ten days from the date of production of a copy of this judgment by the writ petitioner before the bank.

The writ petition is disposed of as above.

**J.M.JAMES**
**JUDGE**

mrcs